

Know all Men by these Presents,**21307**

That I, PHYLLIS H. KEARNEY of Waterville, in the County of Kennebec and State of Maine;

in consideration of (no consideration - gift);

paid by PHYLLIS H. KEARNEY of Waterville, Maine and DIANE K. ENGLER of Skowhegan, Maine;

whose mailing address is RFD 1, Box 553, Fairfield, Maine 04937 and Palmer Road, RFD #3, Box 5030, Skowhegan, Maine 04976; respectively;

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said PHYLLIS H. KEARNEY and DIANE K. ENGLER,

**NO TRANSFER
TAX PAID**

as joint tenants and not as tenants in common, their heirs and assigns forever,

a certain lot or parcel of land, with the buildings thereon, situated in Waterville, in the County of Kennebec and State of Maine, more particularly bounded and described as follows:

Commencing at a point situated on the northwesterly right of way line of the Ridge Road, at the southerly corner of premises presently owned by Lucien Lefebvre; thence in a general southwesterly direction along the northwesterly right of way line of the Ridge Road a distance of one hundred (100) feet to a point; thence at a right angle and in a general northwesterly direction a distance of two hundred (200) feet to a point; thence at a right angle and in a general northeasterly direction a distance of one hundred feet (100) to a point in the northwesterly corner of premises presently owned by one Lucien Lefebvre; thence in a general southeasterly direction along the northeasterly boundary of premises owned by one Lucien Lefebvre, at a distance of two hundred feet (200) to the point of beginning.

This conveyance is subject to the following restrictions, which are to run with the land, to wit:

No building other than a private dwelling house for not over one family occupancy together with private garage for use by occupants of house shall be erected upon said premises. No part of any building shall be placed nearer than Fifty (50) Feet from the line of any street, provided, however, that porticoes projecting not over three (3) feet, steps, and bay windows are to be allowed on said reserved space. No part of any building shall be placed nearer than ten (10) feet from any sideline. No double decked porches may be built on any house. Said dwelling house and garage shall cost not less than twenty-fivethousand dollars (\$25,000). The garage, unless built as a part of the house, shall be set back at least sixty (60) feet from the line of the street. No animals of any kind shall be kept on the premises excepting, however, household pets. No dwelling shall be erected on any lot having less than one hundred feet frontage on the street. The finish grade of the lot facing the street shall be not over three (30) feet above the top surface of the center line on the street when completed, and the top of the foundation wall of the house erected on said lot shall be not over four (4) feet above the top surface of said center line of the street.

Being the same premises conveyed to Ernest W. Kearney and Phyllis H. Kearney by Warranty Deed in Joint Tenancy from Robert Rosenthal

(Over)

dated June 22, 1972 and recorded in the Kennebec Registry of Deeds, Book 1587, Page 865, the said Ernest W. Kearney being deceased on August 23, 1986.

Also another certain lot or parcel of land, with the buildings thereon, situated on the southeasterly shore of McGrath Pond, in Oakland, County of Kennebec and State of Maine, and bounded and described as follows, to wit:

Beginning at a point three hundred (300) feet easterly from an iron pin driven in the ground in the easterly line of land of J. Zimba, this point being approximately one hundred twenty-eight (128) feet southeasterly of the southerly shore of said McGrath Pond; thence North 31 degrees 0 minutes East one hundred (100) feet to a point in the westerly line of Lot No. 5 as it appears on a plan of survey made by Henry F. Bacon, C.E. dated June 30, 1952; thence North 59 degrees 0 minutes West one hundred twenty-two (122) feet to the southerly shore of said McGrath Pond; thence westerly and along the shore of said McGrath Pond one hundred (100) feet to a point; thence southerly and along the easterly line of Lot No. 3, as it appears on the plan heretofore mentioned one hundred twenty-eight (128) feet to the point begun at. Being Lot No. 4, as it appears on the plan above mentioned and to which reference is hereby made.

Together with a right of way on foot or by vehicle, in common with others, over the Orchard Road, Woods Road and the contemplated right of way which Theodore J. Gradie et al agree to bulldoze as an extension of the aforementioned Roads.

Being the same premises conveyed to Ernest W. Kearney and Phyllis H. Kearney by Warranty Deed in Joint Tenancy from Theodore J. Gradie et al dated July 24, 1952 and recorded in the Kennebec Registry of Deeds, Book 926, Page 213, the said Ernest W. Kearney being deceased on August 23, 1986.

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To have and to hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said
PHYLLIS H. KEARNEY and DIANE K. ENGLER,
as joint tenants and not as tenants in common, their heirs and assigns, to their own use and behoof forever. 73-24

And I do ~~renewant~~ with the said Grantees, their heirs and assigns, that lawfully seized in fee of the premises, that they are free of all encumbrances
; that I have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that I and my heirs shall and will **warrant and defend** the same to the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I the said Phyllis H. Kearney,

XXXXXXX

~~husband/wife~~ XXXXX

XXXXX XXXXX have hereunto set my hand and seal this 15th day of the month of September, A.D. 19 86.

Signed, Sealed and Delivered
in presence of

.....
Phyllis H. Kearney
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State of Maine, County of Kennebec ss. September 15, 19 86

Then personally appeared the above named Phyllis H. Kearney

and acknowledged the foregoing instrument to be her free act and deed.

Before me,


Robert A. Marden

-Notary Public
Attorney at Law

RECEIVED KENNEBEC SS.

1986 SEP 19 AM 9:00

RECORDED FROM ORIGINAL